

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM350994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Euramax International, Inc.		08/06/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Trustee		
Street Address:	Global Corporate Trust Services 1349 West Peachtree Street NE, Suite1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	3578348	ALUMAWOOD	
Registration Number:	4387048	AMERIMAX	
Registration Number:	4614353	AMERIMAX	
Registration Number:	2859503	AMERIMAX HOME PRODUCTS, INC.	
Registration Number:	3207494	BERGER	
Registration Number:	3164872	BERGER QUALITY BUILDING PRODUCTS SINCE 1	
Registration Number:	2437695	BRONZE GUARD	
Registration Number:	4274168	CATCH-A-RAINDROP	
Registration Number:	4240503	CATCH-A-RAINDROP	
Registration Number:	3126898	CLIMAGUARD	
Registration Number:	1783149	COPPER CRAFT	
Registration Number:	1352414	DECOR-FLUSH	
Registration Number:	3839108	DIAMOND GUTTER SHIELD	
Registration Number:	3846499	DIAMOND GUTTER SHIELD	
Registration Number:	4236089	DIAMOND GUTTER SHIELD	
Registration Number:	4068547	DIAMOND GUTTER SHIELD PRO	
Registration Number:	4236090	DIAMOND GUTTER SHIELD PRO	
Registration Number:	3230910	DRYSNAP	
Registration Number:	4124832	E RAIL	

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Property Type	Number	Word Mark
Registration Number:	3415904	ENDURACOTE
Registration Number:	4097441	EQUINOX
Registration Number:	3026237	E-RAIL
Registration Number:	2771416	EURAMAX
Serial Number:	85874296	EURAMAX
Registration Number:	4050642	EXTEND-A-SPOUT
Registration Number:	4068598	EXTEND-A-SPOUT LOW PROFILE DRAINAGE SYST
Registration Number:	4121056	RAIL
Registration Number:	3180259	FABRAL
Registration Number:	1187354	FABRAL
Registration Number:	1091258	FABRIB
Registration Number:	3031326	FLASHMATE
Registration Number:	4428915	FLEX-A-SPOUT
Registration Number:	2182707	FLEX-A-SPOUT
Registration Number:	3225971	FLEX-DRAIN
Registration Number:	2776283	F-RAIL
Registration Number:	2950704	GLOBAL EXPANDED METALS
Registration Number:	3034161	GLOBAL EXPANDED METALS
Registration Number:	1955087	GRANDBEAM
Registration Number:	1091256	GRANDRIB
Registration Number:	1383984	GRANDRIB 3
Registration Number:	1092112	HEFTI-RIB
Registration Number:	3655110	MAXX PANELS
Registration Number:	2931322	MAXX PANELS
Registration Number:	1239948	MIGHTI-RIB
Registration Number:	4265306	POWERSEAM
Registration Number:	0831702	PRIME RIB
Registration Number:	3731464	PROCLAD
Registration Number:	3446047	PRODECK
Registration Number:	3139646	PROMASTER SHIELD UDL
Serial Number:	86371949	RAINTRAX
Registration Number:	4067981	RAINWATER COLANDER
Registration Number:	1820425	REAL-TOOL
Registration Number:	2993889	RT
Registration Number:	4124830	S RAIL
Registration Number:	2720589	SEAMERMATE
Registration Number:	3293587	SELECT SERIES
Registration Number:	2341671	SHELTERGUARD

Property Type	Number	Word Mark
Registration Number:	1534962	SLIM SEAM
Registration Number:	4078028	SNAP-FIT
Registration Number:	2529702	SNOW BOSS
Registration Number:	3494442	SNOW BOSS
Registration Number:	2717916	S-RAIL
Registration Number:	1951586	STAND 'N SEAM
Registration Number:	3741190	STRONGCLAD
Registration Number:	1223917	STRONGRIB
Registration Number:	1953442	SUPER ALURITE
Registration Number:	3003735	THE GUTTER SHINGLE
Registration Number:	4118710	THE HARVESTING RAINWATER COLANDER
Registration Number:	4576706	TITAN 3000
Registration Number:	3846687	TRACTION TWIST FIBER
Serial Number:	86509125	TRUSTIRIB
Registration Number:	3103813	ULTRA-LOC
Registration Number:	1091255	ULTRA-RIB
Registration Number:	3546905	VAL RIB III

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Doris Ka, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Michael Barys/
DATE SIGNED:	08/11/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 6, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”), is made by each of the signatories hereto (collectively, the “**Grantors**”) in favor of **U.S. BANK NATIONAL ASSOCIATION**, as the collateral trustee for the Secured Parties (in such capacity, as “**Collateral Trustee**”) (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) among **EURAMAX INTERNATIONAL, INC.**, a Delaware corporation, the Grantors from time to time party thereto, and the Collateral Trustee.

Grantor is required to execute and deliver to the Collateral Trustee this Intellectual Property Security Agreement for the benefit of the holders of the Secured Obligations.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following, except to the extent that such security interest shall give rise to abandonment, default, or the right of termination of any right, title or interest of such Grantor therein (the “**Intellectual Property Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in **Schedule 1** excluding any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a), or examined and accepted, respectively, by the United States Patent and Trademark Office, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “**Trademarks**”);

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in **Schedule 1**, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-

part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “**Patents**”);

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in **Schedule 1**, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (“**Copyrights**”);

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “**Trade Secrets**”);

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1**, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

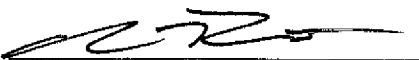
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ATTEST:



John Blount
Secretary

[CORPORATE SEAL]

EURAMAX INTERNATIONAL, INC.

By: 

Name: Mary S. Cullin

Title: Senior Vice President, Chief Financial Officer
and Treasurer

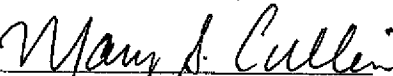
ATTEST:



John Blount
Secretary

[CORPORATE SEAL]

EURAMAX HOLDINGS, INC.

By: 

Name: Mary S. Cullin

Title: Senior Vice President, Chief Financial Officer
and Treasurer

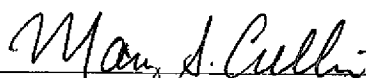
ATTEST:



John Blount
Secretary

[CORPORATE SEAL]

AMERIMAX RICHMOND COMPANY

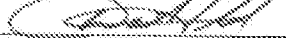
By: 

Name: Mary S. Cullin

Title: Chief Financial Officer and Treasurer

Collateral Trustee:

U.S. BANK NATIONAL ASSOCIATION, as Agent

By: 

Name: DAVID FARNSWORTH

Title: VICE PRESIDENT

[IP Security Agreement - Trustee's Signature Page]

PATENTS

Patent Number	Description
7,293,441	Production of Versatile Channel Coil
6,629,016	Apparatus and Method of Manufacturing Expanded Sheet Metal
5,813,701	Repositionable Flexible Downspout Extension
5,915,735	Repositionable Flexible Downspout Extension
6,041,825	Repositionable Flexible Downspout Extension
6,223,777	Repositionable, Flexible and Extendible Connector
7,434,358	Panel Assembly for Underdeck Drainage and Other Applications
5,441,364	Splash Block
D461,011	Scalloped Patio Paving Block
D466,230	Sculpted Patio Paving Block
D457,970	Patio Paving Block
D457,254	Patio Paving Block and Stabilizing Device Assembly
D499,331	Star Shaped Snowguard
D495,595	Half-moon Shaped Snowguard
D494,461	Clover Leaf Shaped Snowguard
7,174,677	Snow Guard for Shingled Roofs
7,127,852	Mounting Bracket and Snow Guard for Raised Seam Roof
D519,025	Snow Guard
6,035,587	Roof Drip Edge with Flexible Leg
8,276,321	Expanded Metal Gutter Cover and Method of Installation
8,438,788	Apparatus for Harvesting Rainwater
5,881,501	Roof System and Panel Therefor ¹
7,516,576	Snow Stop
D418,403	Snow Guard
D481,929	Gutter Hanger
D536,243	Snow Rail Mounting Bracket
6,951,323	Gutter Hanger
D511,451	Snow Stop
6,996,938	Snow Stop
D419,863	Snow Guard System Member
D455,068	Snow Stop
D457,423	Snow Stop
D475,613	Snow Stop
7,597,119	Flexible and Extendable Hose for Holding Tank
7,677,271	Portable Flexible and Extendable Drain Pipe
12/725,149	Portable Flexible and Extendable Drain Pipe
13/835,583	Multi-Use Pipe Cuff
62/069,510	Sealing Louvers
62/057,370	Universal Drain Cuff
29/443,035	Rain Gutter Hanger Bracket
8,602,066	Low Profile Conduit Extension for Downspouts
8,607,827	Low Profile Downspout Extension with Non-Rectangular Outlet
8,832,999	Roofing Panel Screen Assembly
13/903,643	Multi-Use Pipe Cuff
14/073,248	Seamless Helically Corrugated Tubes and Methods of Manufacture
29/524,927	Pipe Cuff
6,412,228	Leaf and Debris Deflecting Cover Device for a Rain Guard
14079888	Low Profile Downspout Extension With Non-Rectangular Outlet

¹ Investors assigned Patent No. 5881501 to Fabral, Inc.

TRADEMARKS

Registration Number (Application Number)	Trademark
3,578,348 United States	ALUMAWOOD
4,387,048 United States	AMERIMAX
4,614,353 United States	AMERIMAX & Design
2,859,503 United States	AMERIMAX HOME PRODUCTS, INC.
3,207,494 United States	BERGER
3,164,872 United States	BERGER QUALITY BUILDING PRODUCTS SINCE 1874 & De- sign
2,437,695 United States	BRONZE GUARD
4,274,168 United States	CATCH-A-RAINDROP
4,240,503 United States	CATCH-A-RAINDROP & Design
3,126,898 United States	CLIMAGUARD
1,783,149 United States	COPPER CRAFT
1,352,414 United States	DECOR-FLUSH
3,839,108 United States	DIAMOND GUTTER SHIELD
3,846,499 United States	DIAMOND GUTTER SHIELD & Design
4,236,089 United States	DIAMOND GUTTER SHIELD & Design
4,068,547 United States	DIAMOND GUTTER SHIELD PRO
4,236,090 United States	DIAMOND GUTTER SHIELD PRO & Design
3,230,910 United States	DRYSNAP
4,124,832 United States	E RAIL & Design
3,415,904 United States	ENDURACOTE
4,097,441 United States	EQUINOX
3,026,237 United States	E-RAIL
2,771,416 United States	EURAMAX
(85/874,296) United States	EURAMAX & Design
4,050,642 United States	EXTEND-A-SPOUT

4,068,598 United States	EXTEND-A-SPOUT LOW PROFILE DRAINAGE SYSTEM & Design
4,121,056 United States	F RAIL & Design
3,180,259 United States	FABRAL
1187354 United States	FABRAL & Design
1,091,258 United States	FABRIB
3,031,326 United States	FLASHMATE
4,428,915 United States	FLEX-A-SPOUT
2,182,707 United States	FLEX-A-SPOUT & Design
3,225,971 United States	FLEX DRAIN
2,776,283 United States	F-RAIL
2,950,704 United States	GLOBAL EXPANDED METALS
3,034,161 United States	GLOBAL EXPANDED METALS & Design
1,955,087 United States	GRANDBEAM
1,091,256 United States	GRANDRIB
1,383,984 United States	GRANDRIB 3
1,092,112 United States	HEFTI-RIB
3,655,110 United States	MAXX PANELS
2,931,322 United States	MAXX PANELS
1,239,948 United States	MIGHTI-RIB
4,265,306 United States	POWERSEAM
831702 United States	PRIME RIB
3,731,464 United States	PROCLAD
3,446,047 United States	PRODECK
3,139,646 United States	PROMASTER SHIELD UDL
(86371949) United States	RAINTRAX
4,067,981 United States	RAINWATER COLANDER
1,820,425 United States	REAL-TOOL

2,993,889 United States	RT
4,124,830 United States	S RAIL & Design
2,720,589 United States	SEAMERMATE
3,293,587 United States	SELECT SERIES
2,341,671 United States	SHELTERGUARD
1,534,962 United States	SLIM SEAM
4,078,028 United States	SNAP-FIT
2,529,702 United States	SNOW BOSS
3,494,442 United States	SNOW BOSS
2,717,916 United States	S-RAIL
1,951,586 United States	STAND 'N SEAM
3,741,190 United States	STRONGCLAD
1,223,917 United States	STRONGRIB
1,953,442 United States	SUPER ALURITE
3,003,735 United States	THE GUTTER SHINGLE
4,118,710 United States	THE HARVESTING RAINWATER COLANDER
4576706 United States	TITAN 3000
3,846,687 United States	TRACTION TWIST FIBER
(86509125) United States	TRUSTIRIB
3,103,813 United States	ULTRA-LOC
1,091,255 United States	ULTRA-RIB
3,546,905 United States	VAL RIB III
31672200 United States – North Dakota	AMERIMAX BUILDING PRODUCTS
31591300 United States – North Dakota	FABRAL